CONTRACT FOR PERFORMANCE OF DISTRIBUTION SYSTEM CONNECTIONS ON THE NOVI SAD-SUBOTICA - STATE BORDER (KELEBIJA) SECTION FROM KM 89+315 TO KM 118+708 LOCATION
Step II

CCECC BALKAN
NO. NJ-con-2014-143
Date: 2024.5.24

Concluded on May the 15th 2024, in Novi Sad, between:

1. **CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD,**
with the registered seat in Zemun, Batajnički drum Street, No 3, Part 6a, registration no: 29507031, tax identification no: 109874997, represented by Mr. Xue Hongxi, by power of attorney dated December 31, 2023 (*hereinafter referred to as Contractor)* on the one side

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2. **TEL-ING DOO ZA TRGOVINU I USLUGE NOVI SAD** (abbreviated: TEL-ING DOO) from Novi Sad, Address: Kisačka 64a, 21000, Registration No.: 20351306, Tax ID: 105277334, represented by the Director Slavoljub Ivanović, ID: 1006969183481, from Republic of Serbia (hereinafter: Subcontractor) on the another side

Together designated as the **Contracting Parties**.
The Contract was concluded in the manner and according to the conditions as follows:

The Subject of the Contract
Article 1

The subject of this Contract is the execution of power line connections on the Novi Sad-Subotica - state border (Kelebija) section from km 89+315 to km 118+708 location, according to the actually derived quantities for the needs of the Contractor, everything is in accordance with the valid regulations, technical norms and mandatory standards that apply to this type of work, the valid project execution of standard connections on the Novi Sad-Subotica - state border (Kelebija) section from km 89+315 to km 118+708 location, according to the Subcontractor's Offer No. 51/05-2024 from 01/05/2024, which forms an integral part of this contract.

UGOVOR ZA IZVOĐENJE RADOVA NA IZGRADNJI DISTRIBUTIVNIH SISTEMA ELEKTRIČNOG NAPAJANJA NA DEONICI NOVI SAD-SUBOTICA - DRŽAVNA GRANICA (KELEBIJA) OD KM 89+315 DO KM 118+708 LOKACIJA
Faza II

Zaključen dana 15. Maj 2024. godine, u Novom Sadu, između:

1. **CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD**
sa sedištem u Zemunu, ul. Batajnički drum br. 3, deo 6a, matični broj: 29507031, PIB: 109874997, koga zastupa g. Xue Hongxi, po punomoćju od 31.12.2023. godine (u daljem tekstu: Izvodjač) sa jedne strane

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2. **TEL-ING DOO ZA TRGOVINU I USLUGE NOVI SAD** (skraćeno: TEL-ING DOO) iz Novog Sada, Adres: Kisačka 64a, 21000, Matični Br.: 20351306, PIB: 105277334, koga zastupa Director Slavoljub Ivanović, MB: 1006969183481, iz Republike Serbije (u daljem tekstu: „Podizvodjač“) sa druge strane.

Zajedno označavani kao **Ugovorne stane**.
Ugovor je zaključen na način i prema uslovima kako u daljem tekstu sledi:

Predmet ugovora
Član 1

Predmet ovog Ugovora je izvršenje elektroenergetske veze na deonici Novi Sad-Subotica - državna granica (Kelebija) od km 89+315 do km 118+708 lokacija, prema stvarno izvedenim količinama, a za potrebe Izvođača radova,
sve u skladu sa važećim propisima, tehničkim normativima i obaveznim standardima koji važe za ovu vrstu radova, važećem projektnom rešenju standardnih veza na deonici Novi Sad-Subotica - državna granica (Kelebija) od km 89+315 do km 118+708 lokacija, prema ponudi Podizvođača br. 51/05-2024 od 01.05.2024. godine, koja čini sastavni deo ovog ugovora.

Business cooperation will begin after the signing of the contract and will be completed upon completion of works and obtaining approval by the Supervisor.

The Obligations of the Contracting Parties

Article 2

2.1 The **Subcontractor** is obliged to:

1) perform work in all respects according to: valid legal regulations, valid technical regulations, norms and standards, generally accepted rules of the profession and the standard of care of a good businessman and according to the provisions of this contract and its eventual amendments and additions (annex);

2) perform works according to the submitted technical documentation and in accordance with regulations, standards, including accessibility standards, technical norms and quality standards that apply to certain types of works;

3) perform the works that are the subject of this Contract with its personnel potential, its machinery, as well as other means of work.

4) organize the construction site in such a way as to ensure access to the location, protection of the environment for the duration of the works;

5) provide proof of the quality of the works performed, including the materials;

6) keep a Construction Diary, a construction book and ensures the inspection book;

7) provide and submit a decision on the determination of the responsible contractor at the construction site.

2.2 The **Contractor** is obliged to:

1) Deliver to the Subcontractor all necessary technical documentation for the execution of the works;

2) Makes regular payments to the Subcontractor timely, in accordance with the Contract;

3) ensure permanent supervision of the works that are the subject of the contract;

4) notify the Subcontractor of all information related to the works;

The Value and the Price Determination

Article 3

3.1 The contracted value of this Contract amounts,

Poslovna saradnja će početi nakon potpisivanja ugovora i završava se po završetku radova i dobijanju saglasnosti od strane Nadzora.

Obaveze Ugovornih strana

Član 2

2. **Podizvođač** je dužan da:

1) izvodi radove u svemu prema: važećim zakonskim i propisima, važećim tehničkim propisima, normativima i standardima, opšte usvojenim pravilima struke i standardu pažnje dobrog privrednika i prema odredbama ovog ugovora i njegovih eventualnih izmena i dopuna (aneksa)

2) izvodi radove prema dostavljenoj tehničkoj dokumentaciji a u skladu sa propisima, standardima, uključujući standarde pristupačnosti, tehničkim normativima i standardu kvaliteta koji važe za pojedine vrste radova;

3) izvodi radove koji su predmet ovog Ugovora sa svojim kadrovskim potencijalima, svojom mehanizacijom, kao i drugim sredstvima rada.

4) organizuje gradilište na način kojim će obezbediti pristup lokaciji, zaštitu okoline za vreme trajanja radova;

5) obezbeđuje dokaz o kvalitetu izvršenih radova, uključujući i materijale;

6) vodi građevinski dnevnik, građevinsku knjigu i obezbeđuje knjigu inspekcije;

7) obezbedi i dostavi rešenje o određivanju odgovornog izvođača radova na gradilištu.

2.2 **Izvođač** je dužan da:

1. Dostavi Podizvođaču svu neophodnu tehničku dokumentaciju za izvođenje radova;

2. Blagovremeno vrši redovna plaćanja prema Podizvođaču radova, u skladu sa ugovorom;

3. Obezbedi stalni nadzor nad radovima koji su predmet ugovora;

4. Obaveštava Podizvođača o svim informacijama koje se odnose na predmetne radove;

Vrednost i određivanje cene

Član 3

3.1. Ugovorena vrednost ovog Ugovora, iznosi, sa PDV-om, 8,640,180.00 RSD (slovima:osam miliona šest stotina

8,640,180.00 dinar with VAT, (in letters: eight million six hundred and fifty-six thousand eight hundred and sixty dinars), is contracted on the basis of unit prices stated by the subcontractor in Bid No. 51/05-2024 from 01/05/2024, in accordance with the Special Regulations on Construction.

The price of the subcontract includes all the obligations of the subcontractor under this contract, that is, all costs for construction machinery, equipment, materials and wastage, labor, installation, completion acceptance and measurement, commissioning, defect repairing, quality safety test, as well as fees and charges for safety protection, overheads, project maintenance, insurance premium, profits and taxes and duties except VAT.

3.2 This is a unit price contract, and each interim payment will be paid when the Supervisor accept the completed works and payment will be within 30 days after received the official invoice, accepted by both parties.

Term and Method of the Payment

Article 4

4.1 There is no advance payment in this conctract;every month subocntractor should provide the interim payment certificate to contractor, contractor shall make desicsion that accept or not, if not, contractor shall give reasonable comments to subcontractor within 14 work days.

Eache interim payment certifaction will deduct 5% of retention money from the measurement amount.

4.2. Upon issuance of the Certificate of Acceptance of Works, the Contracting Authority shall pay half of the retained retention quota (2.5% of the value of the completed works).

Defects Notification Period shall last 12 (twelve) months, commencing from the day when the Subcontractor receives the Taking over Certificate issued by the Contractor.

The Deadline for the Execution of the Works

Article 5

5.1 The Subcontractor is obligate to complete the mentioned above works according to the Contractor instruction, as site conditions allow.

5.2After signed the this agreement, Subcontractor shall provide the Method Statement and Material Approval Requests (MAR).

četrdeset hiljada sto osamdeset dinara), ugovorena je na bazi jediničnih cena koje je podizvođač naveo u Ponudi br. 51/05-2024 od 01/05/2024 godine u skladu sa Posebnim Uzansama o Izgradnji.

U cenu podugovora su uključene sve obaveze Podizvodača po ovom ugovoru, odnosno svi troškovi za građevinsku mehanizaciju, opremu, materijal i otpad, rad, montažu, prijem i merenje završetka, puštanje u rad, otklanjanje nedostataka, ispitivanje bezbednosti kvaliteta, kao i troškove i naknade za bezbednosnu zaštitu, režijske troškove, održavanje projekta, premije osiguranja, dobit i poreze i dažbine, osim PDV-a.

3.2 Ovo je ugovor sa fiksnim jediničnim cenama, i svaka privremena uplata će biti plaćena kada Nadzorni organ prihvati završene radove, a plaćanje će biti u roku od 30 dana nakon prijema zvanične fakture koju će prihvatiti obe strane.

Način plaćanja

Član 4

4.1 Prema ovom ugovoru nema avansnog plaćanja; svakog meseca Podizvođač će ispostaviti Privremenu situaciju Izvodaču, Izvođač će doneti odluku da li je prihvata ili ne, ako ne, Izvođač će dati razložan komentar Podizvođaču u roku od 14 dana.

Svaka privremena situacija će biti umanjena za 5% vrednosti izmerenih radova, na račun retencione kvote.

4.2. Po izdavanju Potvrde o prijemu radova, Naručilac će isplatiti polovinu zadržane retencione kvote (2,5% vrednosti realizovanih radova).

Period za prijavu nedostataka traje 12 (dvanaest) meseci, počevši od dana kada Podizvođač dobije Potvrdu o preuzimanju, koju izdaje Naručilac.

Rok za izvođenje radova

Član 5

5.1 Podizvođač je obavezan da završi navedene radove prema uputstvu Izvođača, kako uslovi na terenu budu dozvoljavali.

5.2 Nakon što je potpisao ovaj sporazum, podizvođač će dostaviti Tehnologiju izvođenja radova i Zahteve za odobravanje materijala (MAR).

5.3 Početak i završetak izvođenja radova će se upisivati u

5.3 The start and the end of the works will be recorded in the Construction Diary.

The Duration of the Contract

Article 6

6.1. The commence date and end date shall following the site situation and contractor progress schedule. Subcontractor would not claim against the contractor such as additional cost for machine idle in site and/or re-mobilization etc, Subcontractor shall reasonable arrange their resource to enter into construction site according to the site construction situation and progress requirement.

Safety

Article 7

During execution of the contractual obligations and during stay at the construction site, the Party B shall fully comply with all safety and health-protection rules, law, regulation etc. If any accident occurred, subcontractor shall bear full responsibility.

The Warranty

Article 8

8.1 The Subcontractor provides a warranty for the performed works and materials for a period of 60 months from the day of handover of the works, which will be stated in the Record of handover of the works.

The Handover of The Completed Works

Article 9

9.1 The handover is carried out by means of the record of the handover of the performed works, which is verified by the signature of the Contractor and Subcontractor.

As built drawing

Article 10

After complete the site work, subcontractor shall provide the as-built drawing to contractor according to DFC drawing and site situation (including step I).This cost shall be deemed that into the contract amount.

The Termination of the Contract

Article 11

11.1 Each contracting party may terminate the Contract only for the reason of non-fulfillment of contractual obligations

građevinski dnevnik.

Trajanje ugovora

Član 6.

6.1. Datum početka i datum završetka će pratiti situaciju na lokaciji i plan napredovanja izvođača. Podizvođač neće tražiti od Izvođača, kao dodatni trošak za neaktivnost mašine na gradilištu i/ili ponovnu mobilizaciju itd. Podizvođač će razumno urediti svoje resurse za ulazak na gradilište u skladu sa situacijom izgradnje gradilišta i zahtevima napretka.

Bezbednost na radu

Član 7

Tokom izvršavanja ugovornih obaveza i tokom boravka na gradilištu, Strana B će u potpunosti poštovati sva pravila o bezbednosti i zdravlju, zakone, propise itd. U slučaju da se dogodi neka nezgoda, Podizvođač snosi punu odgovornost.

Garancija

Član 8

8.1 Podizvođač daje garanciju na izvedene radove i materijal u trajanju od 60 (šezdeset) meseci od dana primopredaje radova, što će biti navedeno u Zapisniku o primopredaji radova.

Primopredaja izvedenih radova

Član 9

9.1 Primopredaja se vrši zapisnikom o primopredaji izvedenih radova, koju se verifikuje potpisom Naručioca i Podizvođača .

Crtež izvedenog stanja

Član 10

Nakon završetka radova na gradilištu, podizvođač će dostaviti izvođaču gotov crtež prema PZI crtežu i situaciji na gradilištu (uključujući fazu I). Ovaj trošak će biti uračunat u iznos ugovora.

Raskid ugovora

Član 11

11.1 Svaka ugovorna strana može raskinuti Ugovor samo iz razloga neispunjenja ugovornih obaveza Druge ugovorne strane.

of the other Contracting Party.

The Transfer and Revision of the Contract

Article 12

12.1 The contracting parties agree that the rights and obligations from this Contract cannot be unilaterally transferred to the other contracting party.

12.2 Any amendment or supplement to this Contract or additional obligation assumed by any of the Contracting Parties in connection with this Contract shall be binding only if it is made in writing and signed by both Contracting Parties.

Clausula Salvatorius

Article 13

13.1 In the event that any provision of this Agreement is held invalid or unenforceable, in whole or in part, all other provisions shall remain in effect and the provision or part of the provision that cannot be enforced shall be severed from this Agreement.

Confidentiality

Article 14

14.1. The Subcontractor undertakes to keep confidential all information obtained during the stay at the Contractor's premises for the purpose of carrying out works in the name of the realization of the contracted business cooperation and the implementation of actions and services performed in order to perform the works described in this Agreement.

The Governing Law and Dispute Resolution

Article 15

15.1 The provisions of the relevant laws in force in the Republic of Serbia, primarily the provisions of the Law on Obligations, shall be applied to everything that is not regulated by this Agreement.

15.2 The Contracting Parties agree to resolve any disputes that may arise during the validity of this Contract through mutual agreement and peaceful means, and if this is not possible, agree to the jurisdiction of the competent court in Belgrade.

Prenos i revizija Ugovora

Član 12

12.1 Ugovorne strane su saglasne da se prava i obaveze iz ovog Ugovora ne mogu jednostrano prenositi na drugu ugovornu stranu.

12.2 Bilo kakva izmena ili dopuna ovog Ugovora ili dodatna obaveza koju je preuzela bilo koja od Ugovornih strana u vezi sa ovim Ugovorom, biće obavezujuća isključivo ako je sačinjena u pisanoj formi i potpisana od strane obe ugovorne strane.

Clausula Salvatorius

Član 13

13.1 U slučaju da bilo koja odredba ovog Ugovora bude smatrana nevažećom ili se ne bude mogla staviti na snagu, u celosti ili delimično, sve druge odredbe ostaju na snazi, a odredba ili deo odredbe koji ne mogu staviti na snagu, biće izdvojeni iz ovog Ugovora.

Poverljivost

Član 14

14.1 Podizvođač se obavezuje da čuva u tajnosti sve informacije do kojih dođe tokom boravka u prostorijama Naručioca radi izvršenja izvođenja radova na ime ostvarenja ugovorene poslovne saradnje i sprovođenja radnji i usluga izvršenih u cilju obavljanja izvođenja radova opisanih ovim Ugovorom.

Merodavno pravo i rešavanje sporova

Član 15

15.1 Na sve ono što nije regulisano ovim Ugovorom primenjivaće se odredbe odgovarajućih zakona važećih u Republici Srbiji, i to, pre svega, odredbe Zakona o obligacionim odnosima.

14.2 Ugovorne strane su saglasne da eventualne sporove koji proisteknu tokom važenja ovog Ugovora, rešavaju sporazumno mirnim putem, a ako to ne bude moguće, ugovaraju nadležnost stvarno nadležnog suda u Beogradu.

Jezik ugovora i Broj primeraka

Language and The Number of the Specimens

Article 16

16.1 This contract is writing in English and Serbian.
In case of any contradiction, the English version shall prevail.
Communication shall be used English.
16.2 The contract is drawn up in 4 (four) identical copies, of which each contracting party keeps 2 (two) copies for its own needs.

Član 16

16.1 Ovaj ugovor je napisan na engleskom i srpskom jeziku. U slučaju bilo kakve kontradiktornosti, engleska verzija će imati prednost. A komunikacija će se odvijati na engleskom jeziku.
16.2 Ugovor je sačinjen u 4 (četiri) istovetna primerka, od kojih svaka ugovorna strana zadržava po 2 (dva) primerka za svoje potrebe.

Signed by: _____

(for Party A)

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION * BALKAN Ogranak BEOGRAD 1

Potpisao: _____

(za Ugovornu stranu B)

DOO ZA TRGOVINU I USLUGE TEL-ING NOVI SAD